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WATCHPC ADMINISTRATION PROGRAM for MDSPS Project No. AA05796

These SOFTWARE LICENSE TERMS AND CONDITIONS apply to the **WatchPC Administration Program Data Upload and Compliance Validation Software** ("Software") described in SUBCONTRACTOR AGREEMENT MDSPS AA05796, made as of the twenty-second day of September, 2003, by and between:

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– and –

The **Licensee** MDS Pharma Services (US) Inc., a Nebraska corporation having its principal offices at 621 Rose Street, Lincoln, Nebraska ("MDSPS").

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The **Licensee** Philip Morris USA Inc., 615 Maury Street, Richmond, Virginia ("PMUSA").

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